

August 21, 2018

Agenda #1

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Paddock Club Demo Contract Award

**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Award: Contract 18-157

**PRESENTED BY:** Brian K. Clifton, Public Works Director

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**SYNOPSIS:**

Cascade County Public Works Department went out for competitive bid for the demolition and removal of the Paddock Club roofing, siding, and all interior elements located at the Montana ExpoPark located at 400 3<sup>rd</sup> St NW. Bid packets were posted online at the Cascade County Web page, and a mandatory pre-bid walk through was completed August 13, 2018 at 11:00 a.m. on sight at the Paddock Club building. Bids were accepted and opened on August 17, 2018 at the Cascade County Board of Commissioners, located at 325 2<sup>nd</sup> Ave North, Great Falls MT 59401. Only one bid was provided, and this was from Dick Olson Construction located at 1124 24<sup>th</sup> Street South, Great Falls MT 59405. Staff reviewed the bid in its entirety. Attached are the bid tabulations.

**RECOMMENDATION:**

Cascade County Staff, after reviewing bid proposals for the work described above at Montana ExpoPark located at 400 3<sup>rd</sup> St NW, recommends awarding the contract to Dick Olson Construction.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"I move the Cascade County Commission accept the Contract 18-157, bid proposal from Dick Olson Construction, for the demolition and removal of the Paddock Clubs roofing, siding, and all interior elements located at Montana ExpoPark located at 400 3<sup>rd</sup> St NW, as described in the staff report, for a total bid award of \$48,513.00 and instruct staff to complete the purchasing process."

**MOTION TO DISAPPROVE:**

“I move the Cascade County Commission not to accept the Contract 18-157, bid proposal from Dick Olson Construction, for the demolition and removal of the Paddock Clubs roofing, siding, and all interior elements located at Montana ExpoPark located at 400 3<sup>rd</sup> St NW, as described in the staff report, for a total bid award of \$48,513.00.

### 3.2 Agreement

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Cascade County, and Dick Olson Construction Inc, hereinafter referred to as the Contractor and is meant to describe the terms and conditions for the design, permitting, installation, testing, certification, and warranty, for one (1) set of Stadium Bleachers to meet all city, state, and federal, code requirements including but not limited to design and installation of all footings, foundations, equipment by a properly licensed installer for this system. This will be considered a "turn key" proposal in which the successful bidder is responsible for all phases of the project including but not limited to designing the system in accordance with all local, state, and federal regulations, submitting the design to the proper review authority, obtaining approval of the design, obtaining any required permits for the design and installation of the system, obtaining and installing the system, obtaining any necessary local, state, or federal inspections and approvals of the system, and providing a warranty for the system. The system must be installed, approved, and certified no later than December 31, 2018. The Stadium Seating system will be installed at Montana ExpoPark located at 400 3<sup>rd</sup> Street NW, Great Falls, MT 59404.

#### THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. Demolition and disposal per the bid documents to take place at the Paddock Club, Montana ExpoPark located at 400 3<sup>rd</sup> Street NW, Great Falls, MT 59404.

\$ 48,513.00

2. Payment Terms. Cascade County shall make progress payments per 2.1.3.

3. Delivery Date. The Contractor shall complete the entire scope of work as outlined to the satisfaction of Cascade County no later than December 31, 2018.

4. Contract Performance Security. The contract performance security must be provided by the Contractor in one of the following forms, within ten (10) working days from the notice of Bid Award. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE, AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE. Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than B++ and supplied on The County of Montana's designated form entitled "Contract Performance Bond," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on the County of Montana's designated form entitled "Irrevocable Letter of Credit," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn, or issued by a federally or state-chartered bank or savings, and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the

County. All interest income from these certificates must accrue only to the Contractor and not the County.

The contract performance security must remain in effect until the end of the warranty period.

The contract performance security in the form of a (insert form) has been provided to the following address: Brian Clifton, Public Works Director, 121 4<sup>th</sup> Street North, Suite 2H/I, Great Falls, MT 59401.

5. Contract Documents. The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all of the documents which are part of the Bidder's Package. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

6. Prevailing Wage Requirements. Section 18-2-401(11)(a), MCA defines "public works contract" as "...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..." As a public works contract, Montana Resident preference and Prevailing Wage rates apply to this work and Contract.

The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)

At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)

The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are available on line at Montana DOLI website at [Montana.gov](http://Montana.gov). The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

It is not the responsibility of Cascade County to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier

or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless Cascade County from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to Cascade County. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to Cascade County, Cascade County's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or "Heavy/Highway" Construction schedules and as part of these Contract Documents.

The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by Cascade County, whichever is later.

Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

7. Termination: If Contractor fails to comply with any of the provisions contained herein, Cascade County may declare a breach of contract and shall give written notice of such breach to Contractor. If Contractor fails to remedy such breach within thirty (30) days after said notice, Cascade County may terminate this contract and seek any relief available under Montana Law.

8. Waiver: Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.

9. Insurance. Project work shall be at the Montana ExpoPark, 400 3<sup>rd</sup> Street NW, Great Falls, Montana, 59404. The Contractor shall be responsible for providing a certificate of liability insurance with the minimum coverage of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The contractor is responsible for any damage to surrounding facilities, utilities, appurtenances, equipment, and the like.

11. Venue for Disputes. Should any dispute arise regarding this contract, proper venue shall be in the District Court of the Eighth Judicial District, in and for Cascade County, MT.

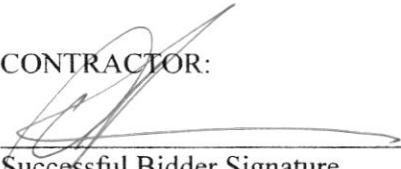
12. Binding Effect. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

CONTRACT

18-157

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTOR:

  
Successful Bidder Signature

*Dan Johnstone Vice President*

DICK OLSON CONSTRUCTION, INC.  
1124 - 24TH STREET SOUTH  
GREAT FALLS, MONTANA 59405

CASCADE COUNTY:

\_\_\_\_\_  
Jane Weber, Chairman

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
Jim Larson, Commissioner

ATTEST:

\_\_\_\_\_  
Rina Fontana Moore, Clerk and Recorder

### 3.0 ATTACHMENTS

#### 3.1 Bid Form

The undersigned Bidder hereby covenants and agrees to provide for the demo and disposal of the Paddock Club roofing, siding, all interior elements at the ExpoPark located at 400 3<sup>rd</sup> Street NW, Great Falls, MT 59404.

The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

COMPLETE PROJECT BID:

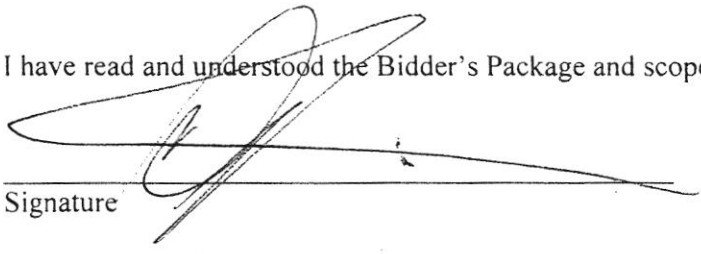
\$ 48,513.00

Bidder's Name Dick Olson Construction Inc

Bidder's Address 1124 24<sup>th</sup> Street So  
Great Falls, MT 59405

Bidder's Phone No. (406) 452-4772

I have read and understood the Bidder's Package and scope of this project.

Signature 

MT ExpoPark Paddock Club Deconstruction & Removal Bid Tabulations 8/17/2018				
Firm	Bid Submitted	Bid Bond (10%)	Completed Bid Form	Project Bid Price
Dick Olson Construction Inc	Yes	Yes	Yes	\$ 48,513.00





DICKOLS-01

RTYLINSKI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0696870 HUB International Mountain States Limited 100 Park Drive S Great Falls, MT 59401		CONTACT NAME: Crystal Marsh PHONE (A/C, No, Ext): (406) 453-1464 FAX (A/C, No): (866) 801-0495 E-MAIL ADDRESS: crystal.marsh@hubinternational.com		
INSURED  Dick Olson Construction, Inc. 1124 24th St S Great Falls, MT 59405		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Montana State Fund		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	032212102	09/01/2017	09/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: General operations

## CERTIFICATE HOLDER

## CANCELLATION

Cascade County Public Works Director  
279 Vaughn South Frontage Rd  
Great Falls, MT 59404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**STATE OF MONTANA**  
DEPARTMENT OF LABOR & INDUSTRY  
★  
CONSTRUCTION CONTRACTOR REGISTRATION UNIT

# CERTIFICATE OF CONTRACTOR REGISTRATION

**REGISTRATION No.** 1421

DICK OLSON CONSTRUCTION INC

PO BOX 6565  
GREAT FALLS, MT 59406-6565

Effective Date: January 22, 2018  
Expiration Date: January 21, 2020

Employer



*Additional information on back.*

*Please notify this agency of any changes within 10 days.*